

EXHIBIT A



CARTER HILL
BATTLEFIELD PARK

Gym Site

The Carter House

Carter Garden I

Local Tracts I+II

The Lotz House

The Miller House

Holt Property

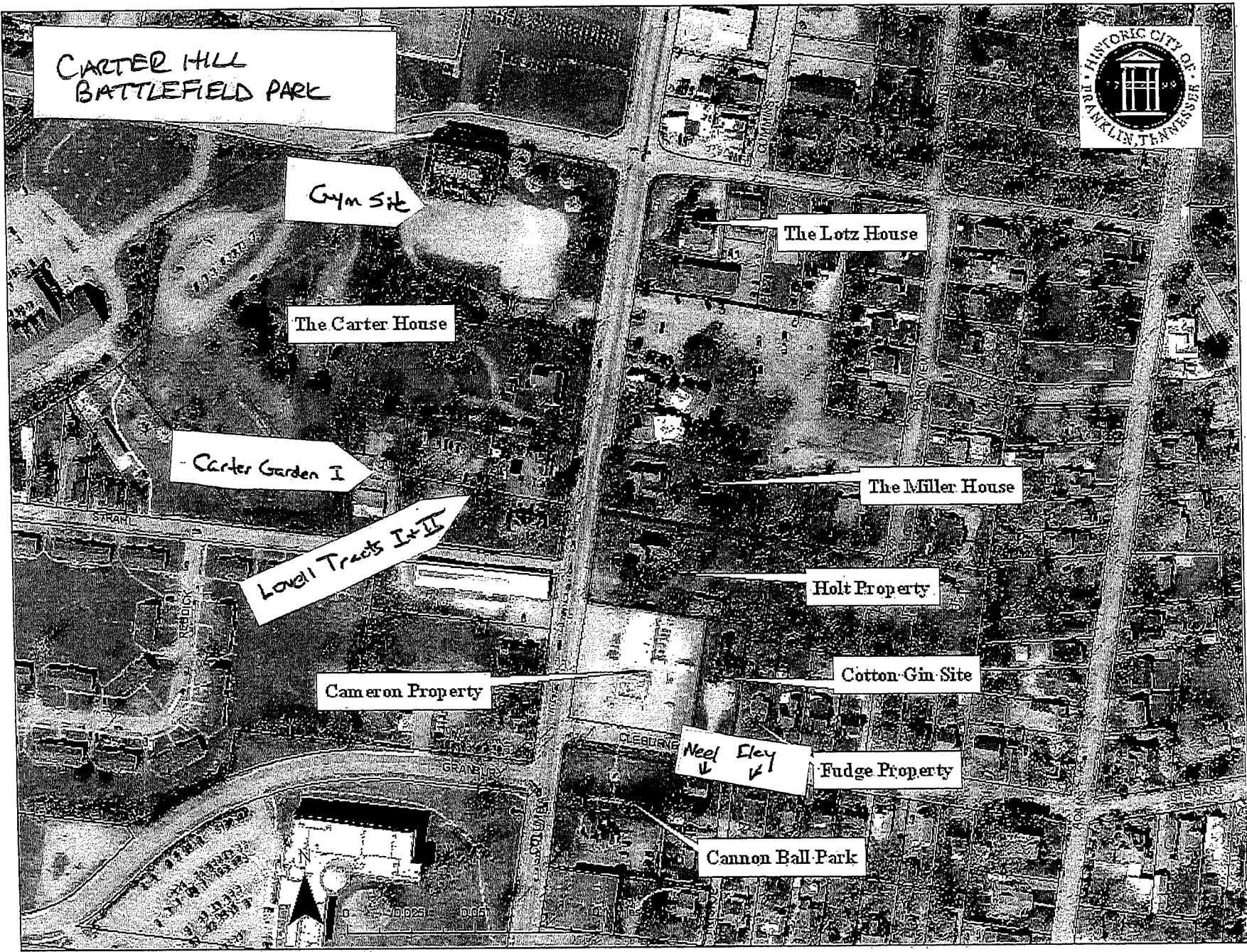
Cotton-Gin Site

Cameron Property

Neel Eley
↓ ↓

Fudge Property

Cannon Ball Park



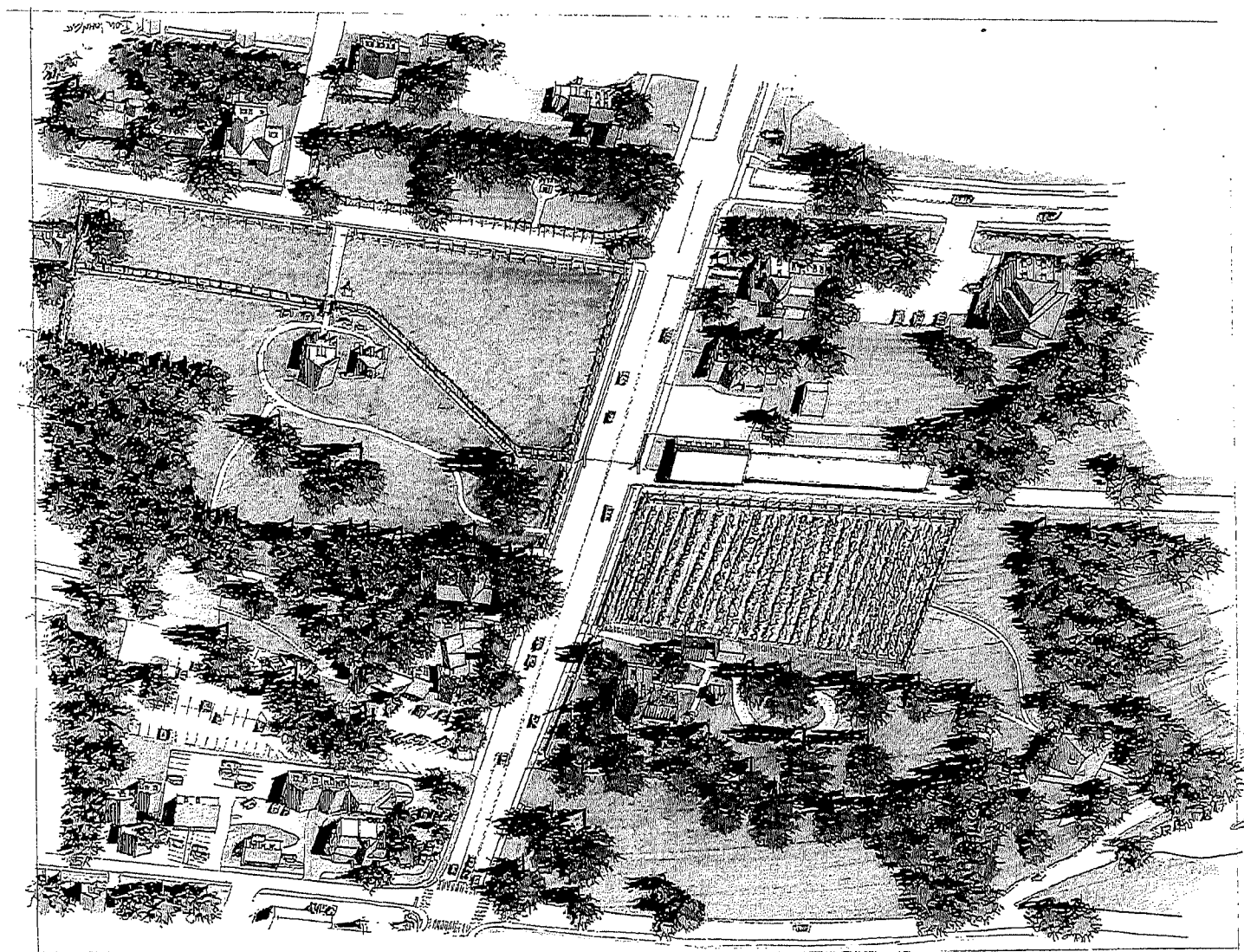


EXHIBIT B

- The Carter Gardens I site owned by Battle of Franklin Trust
- Holt property owned by Franklin's Charge, Inc.
- Cotton gin site owned by the Heritage Foundation of Franklin and Williamson County
- Cameron property owned by Civil War Trust
- Fudge property owned by Franklin's Charge, Inc.
- Eley property owned by Civil War Trust
- Neel property owned by Franklin's Charge, Inc.

CARTER GARDENS I

T. Jones
This instrument prepared by:
THOMAS N. JONES & ASSOCIATES
Thomas N. Jones, Atty.
339 Main Street, Suite 100
Franklin, TN 37064

NEW OWNER:	SEND TAX BILL TO:	MAP & PARCEL:
Carter House Association Inc. 1140 Columbia Avenue Franklin, TN 37064	Same	078G G 013.00

WARRANTY DEED

For and in consideration of the sum of Ten Dollars, cash in hand paid by the hereinafter named grantee, and other good and valuable considerations, the receipt of which is hereby acknowledged, **Christopher Gene Waller, unmarried**, hereinafter called the Grantor, has bargained and sold and by these presents does transfer and convey unto **Carter House Association, Inc.**, hereinafter called the Grantee, its successors and assigns, a certain tract or parcel of land in Williamson County, Tennessee, described as follows, to-wit:

A certain tract or parcel of land located in Williamson County, Tennessee, more particularly described as follows:

BEGINNING at Robinson's Southwest corner in the margin of Pond Street (now called Strahl Street); thence North and parallel with Columbia Avenue or Pike 213 1/2 feet to the Northwest corner of the Jewell property in Mrs. Ullathorne's line; thence in a westerly direction with Mrs. Ullathorne's line 97 feet to Beasley's Northeast corner; thence with Beasley's line 223 feet to his southwest corner in the margin of Pond or Strahl Street; thence with the margin of Pond or Strahl Street in an easterly direction 65 feet to the point of beginning.

BEING the same property conveyed to Christopher Gene Waller by quitclaim deed dated November 16, 2001, reserving a life estate interest from Maude Waller, of record in Book 2312, page 730, Register's Office of Williamson County, Tennessee. The same Maude Waller having since died on October 28, 2002, terminating the life estate.

SUBJECT TO THE FOLLOWING:

1. Subject to any and all building and zoning regulations of city, county and state.
2. 2006 county and city taxes have been paid.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, its successors and assigns, forever;

AND I COVENANT with the said Grantee that I am lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out;

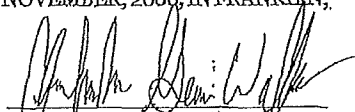
AND I FURTHER covenant and bind myself, my heirs and assigns, to warrant and forever defend the title to the said land to the said Grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

This improved property is known as:

124 Strahl Street, Franklin, TN 37064.

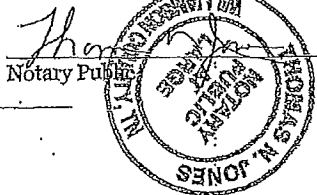
WITNESS MY HAND THIS 15th DAY OF NOVEMBER, 2006, IN FRANKLIN, TENNESSEE.


Christopher Gene Waller

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary for said State and County, Christopher Gene Waller, unmarried, the within named bargainor with whom I am personally acquainted and who acknowledged that he executed the foregoing instrument for the purposes therein contained.


Witness my hand this 15th day of November, 2006.



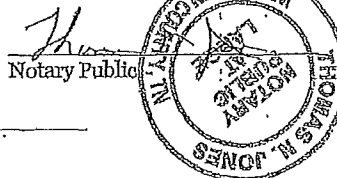
My Commission Expires: 7-24-07

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

The actual consideration or value, whichever is greater, for this transfer is \$210,000.00.


Affiant

Sworn to and subscribed to me, the undersigned, this 15th day of November, 2006, in Franklin, Tennessee.



My Commission Expires: 7-24-07

BK/PG: 4107/54-55
06057542

DEED	
11/21/2006	09:15 AM
BOOK	86787
REG FEE	0.00
TRN FEE	777.00
REC FEE	10.00
UP FEE	2.00
LOG FEE	1.00
TOTAL	790.00

STATE OF TENNESSEE, WILLIAMSON COUNTY

SADIE WADE
REGISTER OF DEEDS

HOLT PROPERTY

file *712*

THIS INSTRUMENT PREPARED BY
BERRY & OGLESBY, ATTORNEYS AT LAW, 125 THIRD AVE., NORTH, FRANKLIN, TN

ADDRESS OF OWNERS	ADDRESS OF PROPERTY	SEND TAX BILLS TO	MAP-PARCEL NOS.
Franklin's Charge, Inc.	1219 Columbia Ave.	Owner	Map 78F D
604 West Main Street	Franklin, TN 37064		Parcel 024.00
Franklin, TN 37064			

EXECUTOR'S SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and no/100 (\$10.00) Dollars, cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby expressly acknowledged, I, **BARBARA HOLT, EXECUTOR OF THE ESTATE OF KENNETH HOLT, DECEASED**, (Grantor), pursuant to the power and authority given to said Grantor under the Last Will and Testament of said decedent as of record in Will Book 78, pages 835-843, Probate Division of the Chancery Court of Williamson County, Tennessee, have bargained and sold and by these presents do hereby transfer and convey unto **FRANKLIN'S CHARGE, INC.** (Grantee), its successors and assigns, the following described tract or parcel of land situated in the Ninth (9th) Civil District of Williamson County, Tennessee, to-wit:

Land in the Ninth Civil District of Williamson County, Tennessee described according to a survey by C. K. McLemore dated June 10, 1974, as follows:

Beginning at an iron pin inside the side of the easterly side of Columbia Avenue at the southwest corner of Miller, thence with his north line, South 83° 11' East 308.5 feet to an iron post, the northwest corner of Spencer, thence with his west line, South 6° West 174 feet to an iron post thence North 83° 33' West 28.5 feet to an iron post at a fence corner, thence north 6° East 26 feet to an iron post at as fence corner, thence North 83° 33' West 280 feet with the north line of an unknown and Gunnels to an iron in the easterly margin of U. S. Highway 31 (inside the sidewalk), thence with the east margin of the sidewalk and Columbia Avenue, North 6° East 150 feet to

the point of beginning and containing 46,706 feet, more or less. (1.072 acre).

Being the same property conveyed to Kenneth Holt by quitclaim deed from Barbara Holt of record in Book 669, page 160, Register's Office of Williamson County, Tennessee. Kenneth Holt is now deceased and title is vested in Barbara Holt, Executor of the Estate of Kenneth Holt pursuant to the provisions of his last will and testament of record in the Probate Division of the Chancery Court of Williamson County, Tennessee.

TO HAVE AND TO HOLD said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, its successor and assigns, forever.

And Grantor covenants with the said Grantee that as Executor she has a good right to convey said property and that the same is unencumbered except by taxes for the year 2008, which will be prorated as of the date of this deed and paid by Grantee when due; applicable zoning ordinances and building regulations; and all matters shown on the survey prepared by C. K. McLemore dated June 10, 1974.

And Grantor does further covenant and bind herself, as fully as she is authorized to do as such Executor, but not further or otherwise, her representatives and assigns, to warrant and forever defend the title to said land to the said Grantee, its successors and assigns, against the lawful claims of all persons claiming through and under Grantor but not further or otherwise.

WITNESS my hand this the 17 day of September, 2008.

Barbara Holt *Extu*
BARBARA HOLT

Executor of the estate of
Kenneth Holt, deceased

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, JAMES T. OGLESBY, the undersigned, a Notary Public, in and for said State and County, **BARBARA HOLT, Executor of the Estate of Kenneth Holt, deceased**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that she executed the foregoing instrument for the purposes therein contained as Executor, but no further or otherwise.

WITNESS my hand and official seal at Franklin, Tennessee this the 17 day of Sept., 2008.

James T. Oglesby
NOTARY PUBLIC

My commission expires:
10-29-11



STATE OF TENNESSEE
COUNTY OF WILLIAMSON

My Commission Expires Oct. 29, 2011

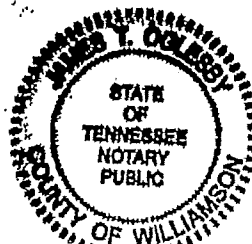
The actual value or consideration, whichever is greater, for this transfer is
\$950,000.00.

Ernie Brown President

Sworn to and subscribed before me this the 17 day of September, 2008.

James T. Oglesby
NOTARY PUBLIC

My commission expires:
10-29-11



My Commission Expires Oct. 29, 2011

BK/PG:4642/919-921
08036777

DEED	09/17/2008	09:13 AM
BATCH		132155
REG TAX		0.00
TRN TAX		3515.00
REC FEE		15.00
DP FEE		2.00
REG FEE		1.00
TOTAL		3533.00

STATE OF TENNESSEE, WILLIAMSON COUNTY
SADIE WADE
REGISTER OF DEEDS

COTTON GIN SITE

1210

BK 1527 PB 291

STATE OF TENNESSEE
 COUNTY OF WILLIAMSON
 THIS ACTUAL CONSIDERATION OR VALUE, WHICHEVER
 IS GREATER, FOR THIS TRANSFER IS \$ 160,000.00
 SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE
 30th DAY OF May 1997
 Notary Public
 MY COMMISSION EXPIRES: April 22, 1998
 (APPX SEAL)

THIS INSTRUMENT WAS PREPARED BY
 Stelteneier & Westbrook, Attys, 2002 Richard Jones Rd., C-101, Nashville, TN 37215

ADDRESS NEW OWNER(S) AS FOLLOWS			SEND TAX BILLS TO:	MAP/PARCEL NUMBERS
The Heritage Foundation of			SAME	78E-D-22
Franklin & Williamson County			(NAME)	
P.O. Box 723			(ADDRESS)	
Franklin, TN 37065			(CITY)	
(CITY)	(STATE)	(ZIP)	(CITY)	(STATE)

FOR AND CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE, Roy E. Barker and wife, Ruth E. Barker

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO The Heritage Foundation of Franklin & Williamson County

HEREINAFTER CALLED THE GRANTEES, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN Williamson COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:

The following described tract or parcel of land lying, located and being in the 9th Civil District of Williamson County, Tennessee, and more particularly described as follows:

A lot fronting 68 feet on the north side of Cleburne Street and running back between parallel lines 200 feet, more or less, to the abutting property. Said parcel being a strip at the eastern extremity of the lot conveyed to Miss Robbie Hunter by the deed of Geo. I. Matthew, et ux, of record in deed book 30, page 318, Register's Office for Williamson County, Tennessee, and being bounded generally on the north by the property of Rue, on the east by the property of Jamie Locke, on the South by Cleburne Street and on the west by the remainder of the Robbie Hunter lots, now owned by Bennett Hunter.

Being the same property conveyed to Roy E. Barker and wife, Ruth E. Barker by deed from Milburn J. Moore and wife, Ruth Moore of record in Book 565, page 346, Register's Office for Williamson County, Tennessee.

This conveyance is subject to any and all existing restrictions and easements of record.

Outstanding ()
 This is improved (X) property, known as 109 Cleburne Street, Franklin, TN 37064
 (House Number) (Street) (P.O. Address) (City or Town) (Postal Zip)

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, unto the said GRANTEES, their heirs and assigns forever; and we do covenant with the said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is undivided, unless otherwise herein set out and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whatsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness our hand and seal this 30th day of May 1997
 Roy E. Barker
 Ruth E. Barker
 Ruth E. Barker

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

BK 1529 PG 292

Personally appeared before me, the undersigned, a Notary Public in and for
said County and State, the within named Roy E. Barker and wife, Ruth M. Barker

the bargainer S, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that
they executed the within instrument for the purposes therein contained. Witness my hand and official seal at Nashville
Tennessee, this 30th day of May, 1997
Commission expires April 22, 2001

STATE OF TENNESSEE
COUNTY OF

Before me,
State and County aforesaid, personally appeared;
and
upon oath(s) acknowledged to be the
and respectively of the
the within named bargainer, and corporation, and that as such
and being authorized so to do, execute the foregoing instrument for the
purposes therein contained by signing the name of the corporation, by the said
as such, and attesting the same by the said
as such

Witness my hand and official seal at office at _____ on this the _____
day of _____, 19____.

My commission expires _____
Notary Public

State of Tennessee, County of WILLIAMSON
Received for record the 05 day of
JUNE 1997 at 12:42 PM. (RECH 222074)
Recorded in official records
Book 1529 Page 291-292
Notebook 58 Page 84
State Tax \$ 592.00 Clerks Fee \$ 1.00,
Recording \$ 8.00, Total \$ 601.00
Register of Deeds SADIE WADE
Deputy Register SHERRY ANDERSON

Page 2 of 2

Warranty Deed from Roy E. Barker and wife, Ruth E. Barker, to The Heritage Foundation
of.

Return to:
Steltemeier & Westbrook, Attys
2002 Richard Jones Rd., C-101
Nashville, TN 37215

CAMERON PROPERTY

Old

WARRANTY DEED		STATE OF TENNESSEE COUNTY OF WILLIAMSON	
		THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS \$1,850,000.00	
		<i>Frank Mercer</i> SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 20th DAY OF DECEMBER, 2012	
		MY COMMISSION EXPIRES: 11/4/13 (AFFIX SEAL)	
THIS INSTRUMENT WAS PREPARED BY Mid-State Title & Escrow, Inc., 128 Holiday Court, Suite 125, Franklin, TN 37067			
ADDRESS NEW OWNER(S) AS FOLLOWS: Civil War Preservation Trust		SEND TAX BILLS TO: SAME	
(NAME) 1140 Professional Ct		(NAME)	
(ADDRESS) Hagerstown, MD 21740		(ADDRESS)	
(CITY)	(STATE)	(ZIP)	(CITY) (STATE) (ZIP)

78P-D-23.00

FOR AND CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HERINAFTER NAMED GRANTEE, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, CAMERON PROPERTIES, A TENNESSEE GENERAL PARTNERSHIP, HEREINAFTER CALLED THE GRANTOR, HAS BARGAINED AND SOLD, AND BY THESE PRESENTS DOES HEREBY GRANT, TRANSFER AND CONVEY UNTO CIVIL WAR PRESERVATION TRUST, A VIRGINIA NONSTOCK CORPORATION, HEREINAFTER CALLED THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN WILLIAMSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:

The land referred to in this Commitment is situated in the County of Williamson, State of Tennessee, and described as follows:

A tract of land situated in the City of Franklin, Ninth Civil District, Williamson County, Tennessee, being bound in general by U.S. Highway 31 on the west, Kenneth Holt on the north, the Heritage Foundation of Franklin on the east, and Cleburne Street on the south, said tract being more particularly described as follows:

Beginning at a iron pin set on the easterly right-of-way of U.S. Highway 31, Columbia Avenue (25 feet from centerline), that is South 86 degrees 56 minutes 12 seconds East, a distance of 1.83 feet from a iron tee post found at the southwest corner of the Kenneth Holt property as of record in Book 669, Page 160, R.O.W.C., Tennessee, said pin being the northwest corner of the herein described land; thence, leaving U.S. Highway 31 with the southerly boundary of the Holt property, South 86 degrees 56 minutes 12 seconds East, a distance of 209.86 feet to a iron pin set at the northwest corner of the Heritage Foundation property as of record in Book 1529, Page 291, R.O.W.C., Tennessee; thence, with the westerly boundary of the Heritage Foundation property, South 02 degrees 45 minutes 00 seconds West, a distance of 200.00 feet to a iron pin set in the northerly margin of Cleburne Street (22.5 feet from centerline); thence, with the northerly margin of Cleburne Street, North 86 degrees 56 minutes 12 seconds West, a distance of 209.86 feet to a iron spike set on the easterly right-of-way of U.S. Highway 31; thence, with the right-of-way of U.S. Highway 31, North 02 degrees 45 minutes 00 seconds East, a distance of 200.00 feet to the point of beginning and containing 41,971 square feet or 0.963 acre more or less according to a survey dated September 24, 1997 and prepared by Billy Carl Tomlin & Associates, R.L.S. No. 383, 1931 Lewisburg Pike,

Franklin, Tennessee 37064.

Being part of the same property conveyed to CAMERON PROPERTIES, A TENNESSEE
GENERAL PARTNERSHIP by deed from the ESTATE OF J. P. GUNNEL of record in Book 1572,
Page 860, dated September 30, 1997, said Register's Office.

Subject to: Property taxes have been prorated and paid and all matters appearing of public record.

This property, known as

1221-1225 Columbia Avenue, Franklin, TN

(House Number)

(Street)

(P.O. Address)

(City or Town)

(Postal Zip)

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto
belonging to the said GRANTEE, their successors and assigns forever; and we do covenant with the said GRANTEE that we
are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless
otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever
defend the title to the said land to the said GRANTEE, their successors and assigns, against the lawful claims of all persons
whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender
shall be applicable to all genders.

Witness my/our hand(s) this 20 DAY OF DECEMBER, 2012.

Cameron Properties, a Tennessee general partnership

By: Don R. Cameron III

Don R. Cameron III, Partner

By: Tim L. Cameron

Tim L. Cameron, Partner

BK: 5789 PG: 112-113

12056369

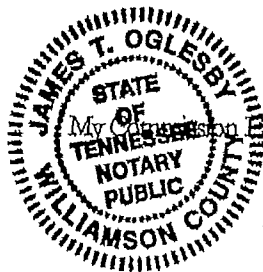
2 PGS: AL - DEED	
JENNY BATCH: 281305	12/21/2012 - 11:58 AM
BATCH	281305
MORTGAGE TAX	0.00
TRANSFER TAX	6845.00
RECORDING FEE	10.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	6858.00

STATE OF TENNESSEE, WILLIAMSON COUNTY
SADIE WADE
REGISTER OF DEEDS

[CERTIFICATE OF ACKNOWLEDGMENT FOR SIGNATURE IN A REPRESENTATIVE CAPACITY]

STATE OF Tennessee
COUNTY OF Williamson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State,
Don R. Cameron III and Tim L. Cameron with whom I am personally acquainted (or proved to me on
the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the
purposes therein contained, and who further acknowledged that they are the Partners of the maker or a
constituent of the maker and are authorized by the maker or by its constituent, the constituent being
authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS my hand, at office, this 20 day of December, 2012.

[Signature]
Notary Public

FUDGE PROPERTY

** Old Republic*

BK/PG:5082/143-145

10020441

DEED	
06/28/2010	08:46 AM
BATCH	181884
MTG TAX	0.00
TRN TAX	736.30
REG FEE	15.00
DE FEE	2.00
ARC FEE	0.00
TOTAL	754.30

STATE OF TENNESSEE, WILLIAMSON COUNTY

SADIE WADE
REGISTER OF DEEDS

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER
IS GREATER, FOR THIS TRANSFER IS \$199,000.00

[Signature]
AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE
10th DAY OF June, 2010

[Signature]
ALLISON BARNWELL
NOTARY PUBLIC

My Comm. Exp. 06/28/2012

THIS INSTRUMENT PREPARED BY:			
R. Kirkland Moser, Attorney, 201 Fourth Avenue, North, Nashville, TN 37219			
NAME		ADDRESS	
NAME & ADDRESS OF PROPERTY OWNER:		SEND TAX BILLS TO:	MAP & PARCEL NUMBERS:
(NAME)		(NAME)	
CIVIL WAR PRESERVATION TRUST	Same		78F-D-21.00
1156 15 th St., NW, Suite 900			
(ADDRESS)		(ADDRESS)	
Washington, DC 20005			
(CITY)	(STATE)	(ZIP)	

Warranty Deed

For and in Consideration of the sum of \$10.00 cash in hand paid by the hereinafter named grantees, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I

SARA FAYE LOCKE FUDGE

hereinafter called the **GRANTOR**, has bargained and sold, and by these presents do transfer and convey unto

CIVIL WAR PRESERVATION TRUST, a Virginia non-stock corporation

hereinafter called the **GRANTEE**, its successors and assigns, a certain tract or parcel of land, together with all buildings and improvements thereon, situated in Williamson County, Tennessee, described as follows, to wit:

Land in Williamson County, Tennessee, being Lot 1, as shown on the map entitled Hillcrest Subdivision, of record in Plat Book 1, page 103, and in Deed Book 71, page 433, Register's Office for Williamson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to Jamie A. Locke, by deed from Walter A. Roberts and wife, Elizabeth H. Roberts and Winder McGavock, an unmarried man, of record in Deed Book 70, page

279, dated May 8, 1939, said Register's Office. Jamie A. Locke conveyed a one-half undivided interest in said property to his wife, Celia T. Locke creating a tenancy by the entirety by deed of record in Book 873, page 465, dated October 23, 1990, said Register's Office. Jamie A. Locke has since died. Celia T. Locke has subsequently died. She devised said property to Sara Faye Locke Fudge by will of record in Will Book 81, page 848, Chancery Court for said County. Also see Executrix's Quitclaim Deed of record in Book 4981, page 209, said Register's Office.

THE PROPERTY HEREIN DESCRIBED IS NOT THE USUAL PLACE OF RESIDENCE OF THE GRANTOR.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:

1. Williamson County and City of Franklin taxes for 2010, which have been prorated and assumed by the Grantee.
2. Matters shown on the Plan of record in Plat Book 1, page 103, and in Deed Book 71, page 433, said Register's Office.

This is improved property known as 111 Cleburne Street, Franklin, TN 37064

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, forever. We covenant with said GRANTEE that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, unless otherwise set out herein. We do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the GRANTEE, its successors and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness our hands this 24th day of June, 2010.

Sara Faye Locke Fudge
SARA FAYE LOCKE FUDGE

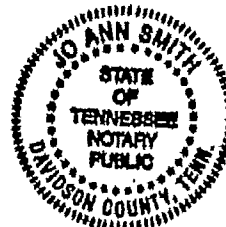
STATE OF TENNESSEE
County of DAVIDSON

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named SARA FAYE LOCKE FUDGE, the bargainer, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office this 24th day Of June, 2010.

Jo Ann Smith
Notary Public

My Commission expires: 3-3-14



My Commission Expires MAR. 3, 2014

This instrument prepared by:
Civil War Preservation Trust
1156 15th Street, N.W. Suite 900
Washington, DC 20005

Pick Up

NEW OWNER:	SEND TAX BILL TO:	MAP & PARCEL:
Franklin's Charge, Inc. 604 W. Main Street Franklin, TN 37064-2787	Same	78F-D-21.00

DEED OF GIFT

For good and valuable consideration, the receipt of which is hereby acknowledged, the **CIVIL WAR PRESERVATION TRUST**, a Virginia non-stock corporation, hereinafter called the Grantor, by these presents does transfer and convey unto **FRANKLIN'S CHARGE, INC.**, a Tennessee non-profit corporation, hereinafter called the Grantee, its successors and assigns, a certain tract or parcel of land in Williamson County, Tennessee, described as follows, to-wit:

Land in Williamson County, Tennessee, being Lot 1, as shown on the map entitled Hillcrest Subdivision, of record in Plat Book 1, page 103, and in Deed Book 71, page 433, Register's Office for Williamson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to the Civil War Preservation Trust by deed from Sara Faye Locke Fudge dated June 24, 2010, and recorded with said Register's Office in Deed Book 5082, Page 143.

AND Grantor does covenant with the said Grantee that Grantor is lawfully seized and possessed of said land in fee simple and has a good right to convey it and the same is unencumbered, unless otherwise herein set out;

AND Grantor further covenants and binds itself to warrant and forever defend the title to

the said land to the said Grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

The Property herein described is not the usual place of residence of the Grantor.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:

1. Williamson County and City of Franklin taxes for 2012, which have been prorated and assumed by the Grantee.
2. Matters shown on the Plan of record in Plat Book 1, page 103, and in Deed Book 71, Page 433, said Register's Office.
2. A certain Deed of Conservation Easement of record in Deed Book 5700, Page 272.

This is improved property known as: 111 Cleburne Street, Franklin, Tennessee 37064; Map/Parcel 78F-D-21.00.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, its successors and assigns, forever;

Executed on this 1st day of February, 2013.

CIVIL WAR PRESERVATION TRUST

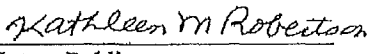
By: 

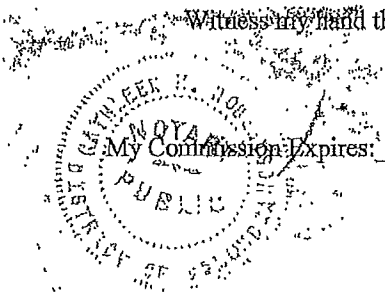
O. James Lighthizer
Its President

DISTRICT OF COLUMBIA
CITY OF WASHINGTON

Personally appeared before me, the undersigned, O. James Lighthizer, as President of the Civil War Preservation Trust, and who acknowledged that he executed the within instrument for the purposes therein contained on behalf of the said corporation.

Witness my hand this 1st day of February, 2013.


Notary Public

 My Commission Expires: 7/31/2014

KATHLEEN M. ROBERTSON
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires July 31, 2014

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

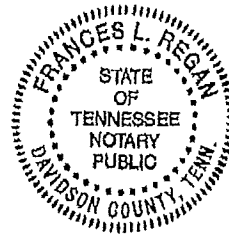
There is no consideration for this transfer.

Julian B. M.
Affiant

Sworn to and subscribed to me, the undersigned, this 11th day of February
2013.

Frances L. Regan
Notary Public

My Commission Expires: 6-21-2016



My Commission Expires JUNE 21, 2016

BK: 5834 PG: 429-431

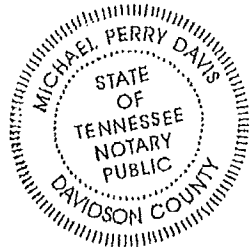
13006775

3 PGS : AL - DEED	
JENNIFER BATCH: 28741402/11/2013 - 10:48 AM	
BATCH	287414
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	15.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	17.00

STATE OF TENNESSEE, WILLIAMSON COUNTY
SADIE WADE

ELEY PROPERTY

Old Republic

STATE OF TENNESSEE
COUNTY OF DAVIDSONTHE ACTUAL CONSIDERATION OR VALUE,
WHICHEVER IS GREATER, FOR THIS TRANSFER IS
\$240,000.00.

A handwritten signature of Brandy Yoman in cursive script.

AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE
15 DAY OF 0-1-2017

A handwritten signature of the Notary Public, Michael Perry Davis, in cursive script.

NOTARY PUBLIC
My Commission Expires 8/23/16

THIS INSTRUMENT PREPARED BY:

R. Kirkland Moser, Attorney, 201 4th Avenue North, Ste 150, Nashville, TN 37219

NAME & ADDRESS OF PROPERTY OWNER:	SEND TAX BILLS TO:	MAP & PARCEL NUMBERS:
Civil War Preservation Trust 1140 Professional Court Hagerstown, MD 21740	Civil War Preservation Trust 1140 Professional Court Hagerstown, MD 21740	078K-A-003.00

Warranty Deed

For and in Consideration of the sum of \$1.00 cash in hand paid by the hereinafter named grantees, and other good and valuable consideration, the receipt of which is hereby acknowledged, we

MAGGIE LOUISE ELEY, UNMARRIED

hereinafter called the GRANTORS, have bargained and sold, and by these presents do transfer and convey unto

CIVIL WAR PRESERVATION TRUST, A VIRGINIA NON-STOCK CORPORATION

hereinafter called the GRANTEES, their heirs and assigns, a certain tract or parcel of land in Williamson County, Tennessee, described as follows, to wit:

Land within the Corporate Limits of the Town of Franklin, Tennessee, in the Ninth Civil District of Williamson County, Tennessee, to wit:

Being Lot No. 1 in Cleburne Additions to the town of Franklin a plat of which is of record in Deed Book 55, page 32, in the Register's Office of Williamson County, Tennessee.

Said Lot fronts 60 feet on the Cleburne Street and runs back between parallel lines 145 feet on the west and 144 feet on the east to the abutting property of Lot No. 14 said subdivision.

Being the same property conveyed to OLIN DAVID ELEY AND WIFE, MAGGIE LOUISE ELEY, by deed from VAN T. CARROLL AND WIFE, DAISY B. CARROLL, of record in Book 162, page 5, dated March 3, 1969, said Register's Office. The said Olin David Eley having since died on or about March 26, 1981.

This improved property is known as 110 Cleburne Street, Franklin, TN 37064.

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns, forever. We do covenant with said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, except for those matters appearing of record and real property taxes. We do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness our hands this 30th day of June, 2014.

M L E

Maggie L. Eley
Maggie Louise Eley

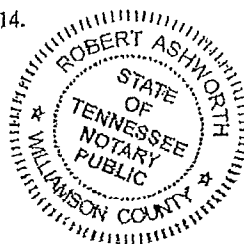
State of Tennessee)
County of Williamson)

Personally appeared before me, the undersigned authority, a Notary Public for said county and State, Maggie Louise Eley, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office, this 30th day of June, 2014.

[Signature]
Notary Public

My commission expires: My Commission Expires Mar. 30, 2016



BK: 6223 PG: 532-533
14024215

2 PGS:AL-DEED	
346437	07/07/2014 - 08:01 AM
BATCH	346437
MORTGAGE TAX	0.00
TRANSFER TAX	888.00
RECORDING FEE	10.00
ARCHIVE FEE	0.00
OP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	901.00

STATE OF TENNESSEE, WILLIAMSON COUNTY
SADIE WADE
REGISTER OF DEEDS

NEEL PROPERTY

Pick Up

GENERAL WARRANTY DEED

FROM: MARK J. NEEL and JOY C.
NEEL,
Grantor

This instrument was prepared by:
Julian L. Bibb
Stites & Harbison
401 Commerce Street, Suite 800
SunTrust Plaza
Nashville, Tennessee 37219

TO: CIVIL WAR TRUST,
Grantee

Address of New Owner as follows:

1156 15th Street, NW
Suite 9000
Washington, DC 20005

Name and
Address of the
Person or Entity
Responsible for
the Payment of
Real Property
Taxes:

Map-Parcel Number:

078K-A-002.00

SAME


STATE OF TENNESSEE)

COUNTY OF WILLIAMSON)

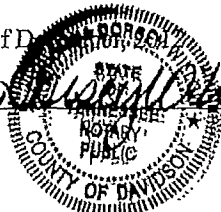
The actual consideration or value, whichever is greater, for this transfer is Two Hundred Thirty Thousand and no/100 Dollars (\$230,000.00).


Affiant

SUBSCRIBED AND SWORN TO before me, this the 5th day of December


Notary Public

My Commission Expires: 5.20.14


MY COMMISSION EXPIRES:
MAY 20, 2014

FOR AND IN CONSIDERATION OF the sum of Two Hundred Thirty Thousand and no/100 Dollars (\$230,000.00), the receipt and sufficiency of which are hereby acknowledged, MARK J. NEEL and JOY C. NEEL (jointly and severally referred to herein as the "Grantor"),

have bargained and sold, and by these presents does transfer and convey unto the CIVIL WAR TRUST (the "Grantee"), its successors and assigns, a certain tract or parcel of land in Williamson County, State of Tennessee, more particularly described on Exhibit A attached hereto and incorporated herein by this reference together with all improvements located thereon (the "Property").

The Property is improved property.

This conveyance is expressly made subject to those matters more specifically set forth on Exhibit B attached hereto and incorporated herein by this reference.

And Grantor does covenant with Grantee that Grantor is lawfully seized and possessed of the Property in fee simple, Grantor has a good right to convey the Property, and the Property is unencumbered and unrestricted except as to those matters set forth on Exhibit B, to which this conveyance is expressly made subject.

TO HAVE AND TO HOLD the Property with the appurtenances, estate, title and interest thereto belonging to the Grantee, its successors and assigns forever.

Grantor does further covenant and bind Grantor, its successors and assigns, to warrant and forever defend the title to the Property to Grantee, its successors and assigns, against the lawful claims of all persons whomsoever except as to those matters set forth on Exhibit B, to which this conveyance is expressly made subject.

Witness our hand this 5th day of December, 2012.

GRANTOR:

Mark J. Neel
MARK J. NEEL

Joy C. Neel
JOY C. NEEL

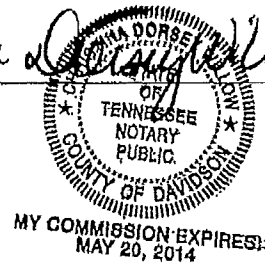
STATE OF TENNESSEE)

COUNTY OF Williamson)

Personally appeared before me, Christina Dorsey Willow, a Notary Public of said County and State, MARK J. NEEL, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and seal, at Office X, this 5th day of December, 2012.

Christina Dorsey Willow
Notary Public



My Commission Expires: 5-20-14

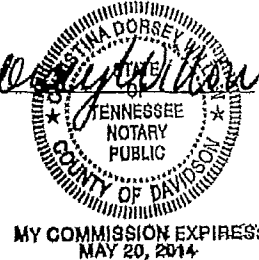
STATE OF TENNESSEE)

COUNTY OF Williamson)

Personally appeared before me, Christina Dorsey Willow, a Notary Public of said County and State, JOY C. NEEL, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and seal, at Office X, this 5th day of December, 2012.

Christina Dorsey Willow
Notary Public



My Commission Expires: 5-20-14

EXHIBIT A

PROPERTY DESCRIPTION

Being property located in the 9th Civil District of Franklin, Williamson County, Tennessee. Being the Mark J. and Joy C. Neel property as recorded in Deed book 3434, Page 846 in the Register's Office of said county. Being bounded on the north by Cleburne Street, on the East by Fristoe Lane, On the south by the William G. Hood property and on the west by the City of Franklin property and being more particularly described as follows;

Commencing at the southeast right of way intersection of Columbia Avenue and Cleburne Street, thence with the southerly right of way of Cleburne Street, South 77 Degrees 55 Minutes 05 Seconds East, 188.09 Feet to an Iron Pin (found), this being the northwest corner of the herein described property and the **True Point of Beginning**;

Thence continuing with the southerly right of way of Cleburne Street, South 76 Degrees 48 Minutes 46 Seconds East, 90.00 Feet to a Magnetic Nail (set) in the asphalt of Fristoe Lane;

Thence with the westerly right of way of Fristoe Lane, South 13 Degrees 39 Minutes 05 Seconds West, 100.66 Feet to an Iron Pipe (found);

Thence leaving Fristoe Lane with the north line of the William G. Hood property; North 76 Degrees 50 Minutes 06 Seconds West, 86.38 Feet to an Iron Pin (found);

Thence with the west line of the City of Franklin property, North 11 Degrees 35 Minutes 36 Seconds East, 100.73 Feet to the **Point of Beginning**. Containing 8,878.5 square feet, or 0.20 acres more or less according to a survey by Jeffrey A. Leopard, TN 2415, dated October 11, 2012.

Being subject to any and all easements that may be in existence or of record.

Being the same property conveyed to Mark J. Neel and wife, Joyce C. Neel by deed of record in Book 3434, page 846, Register's Office for Williamson County, Tennessee.

EXHIBIT B

NONE

17786N:120777:940064:1:NASHVILLE

BK: 5771 PG: 444-448

12053160

5 PGS : AL - DEED	
TRACY BATCH; 279004	12/06/2012 - 11:02 AM
BATCH	279004
MORTGAGE TAX	0.00
TRANSFER TAX	861.00
RECORDING FEE	25.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	879.00

STATE OF TENNESSEE, WILLIAMSON COUNTY
SADIE WADE
REGISTER OF DEEDS

EXHIBIT C

TWO TRACTS OWNED BY REID AND BRENDA LOVELL

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (as it may be amended, this "Agreement") is made and entered into as of this 27th day of May, 2014 (herein the "Effective Date") by and between FRANKLIN'S CHARGE, INC., a Tennessee not-for-profit corporation, and THE BATTLE OF FRANKLIN TRUST, a Tennessee not-for-profit corporation (collectively, the "Buyer"), and ROBERT REID LOVELL and BRENDA NEWELL LOVELL (collectively "Seller").

RECITALS:

Agreement to Sell and Purchase. For and in consideration of the Earnest Money (as defined in Section 2 hereof) to be paid by Buyer to Stites and Harbison, PLC ("Escrow Agent") in accordance with the terms of this Agreement, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase and take from Seller, subject to and in accordance with all of the terms and conditions of this Agreement, a parcel of real estate located at 1152 Columbia Avenue ("1152 Columbia Avenue") owned by Robert Reid Lovell and a parcel of real estate located at 1164 Columbia Avenue ("1164 Columbia Avenue") owned by Seller, which parcels are more particularly described on Exhibit A attached hereto and incorporated herein by this reference, together with all improvements and structures located thereon, all leases arising from the use thereof, and all rights, ways and easements appurtenant thereto, including, without limitation, all of Seller's right, title and interest in and to the land underlying, the air space overlying and any public or private ways or streets crossing or abutting said real estate (collectively, the "Property").

1. Purchase Price; Method of Payment. The purchase price for 1152 Columbia Avenue shall be ONE MILLION FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,400,000.00), and the purchase price for 1164 Columbia Avenue shall be ONE MILLION FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,400,000.00), for a total purchase price of TWO MILLION EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,800,000.00) (the "Purchase Price"). The Purchase Price shall be paid by Buyer to Seller on the Closing Date (as defined in Section 3 hereof) to Seller, subject to the Closing Adjustments (as defined in Section 9 hereof) and the payment of Closing Costs (as defined in Section 11 hereof), as set forth in Section 10 hereof, on the following terms and conditions.

2. Earnest Money. Concurrently with the execution of this Agreement, Buyer shall deliver to Escrow Agent the sum of One Thousand and No/100 Dollars (\$1,000.00) (the "Earnest Money"). During the term of this Agreement, Escrow Agent shall hold the Earnest Money in a non-interest bearing account. On the Closing Date, the Earnest Money shall be applied as partial payment of the Purchase Price.

3. Closing. The closing of the purchase and sale of the Property as described in this Agreement (the "Closing") shall be at such time and place and on such date as may be agreed upon by Buyer and Seller (the "Closing Date"); provided, however, that the Closing Date shall

be a date on or before fifteen (15) days after expiration of the date all Closing Conditions (as defined herein) are satisfied, unless Buyer requests an extension not to exceed forty-five (45) days, in which event the Closing Date shall be on a mutually convenient date not more than sixty (60) days after the Closing Conditions are satisfied. Notwithstanding anything contained herein to the contrary, in the event the Closing Conditions are not satisfied prior to May 27, 2015, then the obligations of the parties hereunder shall be void of no effect; this Agreement shall be terminated; and the Earnest Money shall be returned to Buyer.

4. Access and Inspection; Examination by Buyer; Seller's Consents.

(a) Between the Effective Date and the Closing Date, Buyer and Buyer's agents and designees shall have the right, upon three (3) days' advance notice, at a mutually convenient time and at Buyer's expense, to enter the Property for the purposes of inspecting the Property, and making any other investigations and inspections as Buyer may reasonably require to assess the condition of the Property; provided, however, that such activities by or on behalf of Buyer on the Property shall not unduly disturb any tenants of any portion of the Property and such activities shall not materially damage the Property. Buyer agrees to restore any damage to the Property resulting from such activities such that the Property will be in substantially the same condition as of the Effective Date.

(b) Between the Effective Date and the Closing Date, Seller agrees that Buyer may publicize the sale of the Property in its fund-raising efforts.

(c) Buyer shall have such period of time after the Effective Date and before the Closing Date (the "Inspection Period"), within which to examine the Property and to conduct title examinations to review all leases, to examine all improvements and structures, to conduct soil tests, environmental surveys and/or audits, mechanical and structural studies and analyses, make surveys, conduct financial feasibility studies and conduct all other investigations of the Property as Buyer deems necessary to determine whether the Property is suitable and satisfactory to Buyer. Buyer agrees to hold Seller harmless from any and all loss or liability that might occur as a result of inspections and investigations performed by Buyer, its employees, agents and invitees. Buyer shall use good faith efforts to maintain the confidentiality of such information subject to providing same to Buyer's proposed lenders, agents and other third-parties consistent with purposes as may be required in the furtherance of this Agreement. During the Inspection Period, Seller shall make available to Buyer, for inspection and copying, all environmental and engineering studies, surveys, title insurance policies, and other documents and records in its possession or within its control that Buyer may reasonably request in the course of performing its inspection activities. Notwithstanding anything to the contrary set forth in this Agreement, this Agreement shall terminate on the date that Buyer or Buyer's counsel gives written notice to Seller or Seller's counsel that the results of its examinations and investigations undertaken during the Inspection Period are unsatisfactory to Buyer, provided that such written notice is received by Seller on or before the expiration of the Inspection Period. If Buyer fails to give such notice before the expiration of the Inspection Period, then this Agreement shall continue in full force and effect in accordance with, and subject to, all the terms and conditions hereof. Buyer shall have the

right to determine, in Buyer's sole and absolute judgment and discretion, whether or not the results of its inspection activities are satisfactory.

5. Closing Conditions. The Buyer's obligations to complete the transaction described herein and to purchase the Property are subject to satisfaction of the following (herein the "Closing Conditions"):

- (a) the Buyer's satisfaction, in its discretion, with all inspections, reviews, and examinations, due diligence, and tests conducted on the Property as described in Section 4 above;
- (b) the Buyer's approval of the title as set forth in Section 6 herein;
- (c) the Buyer's approval of the survey as set forth in Section 7 herein;
- (d) the Buyer's approval of the environmental studies as set forth in Section 8 herein; and
- (e) the Buyer's ability to obtain grants, gifts, and pledges in such amount as required by Buyer in its discretion to enable the Buyer to pay the Purchase Price at Closing. Buyer agrees to make good faith efforts to obtain funding to pay the Purchase Price at Closing, and to provide Seller with updates on Buyer's progress in obtaining and funding upon Seller's request.

6. Title. During the Inspection Period, Seller shall deliver to Buyer a title insurance commitment, together with copies of all of the encumbrances listed therein (the "Commitment"). During the Inspection Period, Buyer shall examine the Commitment and the Survey, if obtained by Buyer, and give Seller written notice of objections that render Seller's title to the Property less than good and marketable fee simple title and any objections to the Survey. Thereafter, Buyer shall have until twenty (20) days prior to the Closing Date in which to reexamine the Commitment and Survey and in which to give Seller written notice of any additional objections for matters not existing during the Inspection Period and disclosed by such reexamination. Seller shall have until ten (10) days prior to the Closing Date in which to satisfy all objections specified in Buyer's initial notice of title objections, and until the Closing Date in which to satisfy the additional objections specified in the subsequent notice by Buyer of title objections first disclosed during the re-examination period. If Seller fails to satisfy any such objections, then, at the option of Buyer, Buyer may: (i) terminate this Agreement, in which event the Earnest Money shall be refunded to Buyer immediately upon request, all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void; or (ii) waive such satisfaction and performance and consummate the purchase and sale of the Property. Buyer shall have a continuing right to object to any defect, claim, lien or encumbrance arising after delivery of the Commitment. The cost of the Title Policy, including without limitation the cost of the title commitment and any title search, shall be paid by Seller if this transaction closes. If this transaction does not close, Buyer shall pay any such expense.

7. Survey. Buyer shall have the right to cause a current survey of the Property to be prepared by a surveyor registered and licensed in the State of Tennessee and designated by Buyer (the "Survey"). The Survey shall depict such information as Buyer shall require. If

requested by Buyer, the Survey shall be used as the basis for the preparation of a legal description to be included in the Special Warranty Deed to be delivered by Seller to Buyer at Closing. The cost of the Survey shall be paid by Buyer.

8. Environmental Assessments. Buyer shall have the right to cause to be undertaken and completed a current environmental site assessment of the Property prepared by an environmental inspection and engineering firm designated by Buyer (the "Environmental Assessment"). The Environmental Assessment shall contain such information as Buyer shall require. The cost of the Environmental Assessment shall be paid by Buyer.

9. Closing Adjustments.

(a) The prorations and adjustments described in this Section 9 (collectively the "Closing Adjustments") shall be made between Buyer and Seller at Closing or thereafter in accordance with Section 9(b) hereof.

(b) All city, state and county ad valorem taxes and similar impositions levied or imposed upon or assessed against the Property (the "Taxes") for the year in which Closing occurs shall be prorated as of the Closing Date. Seller shall pay all back taxes applicable to any year prior to the year of the Closing, with the regular taxes applicable to the year of the Closing being prorated as of the Closing Date. In the event the Taxes are not determinable at the time of Closing, the Taxes shall be prorated on the basis of the best available information (the "Estimated Taxes"). In the event any of the Taxes are delinquent at the time of Closing, the same shall be paid at Closing. If the Taxes are not paid at Closing, Seller shall deliver to Buyer the bills for the Taxes promptly upon receipt thereof and Buyer shall thereupon be responsible for the payment in full of the Taxes within the time fixed for payment thereof and before the same shall become delinquent.

(c) All other items of expense and income regarding the ownership of the Property shall be prorated as of the Closing Date.

(d) In the event that any of the prorations or adjustments described in this Section 9 are based upon estimated or erroneous information, then the parties shall make between themselves any equitable adjustment required by reason of any difference between such estimated or erroneous amounts and the actual amounts of such sums. In making the prorations required by this Section 9, the economic burdens and benefits of ownership of the Property for the Closing Date shall be allocated to Buyer.

(e) In the event a judgment, lien, mortgage or other claim for a sum of money (excluding claims arising by, through or under Buyer) shall encumber the Property as of the Closing Date, Seller shall satisfy any such matter prior to or simultaneously with the Closing.

10. Proceedings at Closing. On the Closing Date, the Closing shall take place as follows:

(a) Seller shall deliver to Buyer the following documents and instruments, duly executed by or on behalf of Seller: (i) a Special Warranty Deed conveying the

Property utilizing the legal description set forth in the Commitment; (ii) an Assignment of Leases; (iii) a Bill of Sale (if necessary); (iv) a certificate and affidavit of non-foreign status; (v) a completed 1099-S request for taxpayer identification number and certification and acknowledgment; (vi) an affidavit reasonably required by Seller's title insurer that will enable Buyer to obtain title insurance coverage free of any exception for either mechanics' or materialmen's liens, or parties in possession, and which will induce such title insurer to "insure the gap;" (vii) a settlement statement with respect to the Closing duly executed by Seller; and (viii) such other documents or instruments as are reasonably required by Buyer in order to consummate the transactions contemplated by this Agreement.

(b) Buyer shall deliver to Seller the following, if the same have not been theretofore delivered by Buyer to Seller:

(i) The Purchase Price, to be paid to Seller as set forth in Section 1 of this Agreement.

(ii) A certified copy of all appropriate entity action authorizing the execution, delivery and performance by Buyer of this Agreement and the other Closing Documents.

(iii) A settlement statement with respect to the Closing duly executed by Buyer.

(iv) Such other Closing Documents as may be reasonably necessary to consummate the transactions with Seller under this Agreement.

11. Closing Costs. Buyer shall pay (a) all transfer taxes on the transfer of the Property and Buyer's taking title to the Property, (b) all recording costs incurred in connection therewith, (c) the cost of the Environmental Assessment, and (d) the cost for the Survey. Seller shall pay (i) the premium for the Title Policy, including without limitation the cost of the title commitment and any title search provided the transaction closes. In the event the transaction does not close, Buyer shall pay any such expenses incurred by Seller. Seller shall pay its own attorneys' fees and Buyer shall pay its own attorneys' fees. All other costs and expenses of the transaction contemplated hereby shall be borne by the party incurring the same. The costs described in this Section 11 shall be referred to herein as the "Closing Costs." The provisions of this Section 11 shall survive the termination of this Agreement to the extent such Closing Costs are incurred.

12. Warranties, Representations and Covenants of Seller. As of the Effective Date and again as of the Closing Date in the event this Agreement is not terminated in accordance with the terms hereof, Seller represents, warrants and covenants to and with Buyer as follows to the best of Seller's knowledge:

(a) No lease, management, service and other contracts or agreements relating to the Property exist, except contracts or agreements made by tenants or as described on Schedule 12(a) attached hereto. All leases are free from default and shall be transferred at Closing to Buyer. The Seller shall not enter into lease amendments that reduce the rent

paid or extend the term of the lease or that otherwise materially alters the lease agreement.

(b) On or before the Closing, Seller shall satisfy all voluntary debts secured by the Property or other voluntary liens or judgments filed against the Property.

(c) Seller shall promptly deliver to Buyer written notice of any taking involving the Property.

(d) During the term of this Agreement, Seller shall not enter into any agreement to sell or option the Property or any portion thereof to any third party, nor shall Seller enter into a lease of the Property (or any portion thereof) that has a term that extends beyond the leases that exist on the date hereof.

13. Warranties, Representations and Covenants of Buyer. As of the Effective Date and again as of the Closing Date in the event this Agreement is not terminated in accordance with the terms hereof, Buyer represents, warrants and covenants with Seller as follows:

(a) Buyer is a corporation, duly organized and validly existing under the laws of the State of Tennessee.

(b) Buyer has the lawful right, power and authority to enter into and deliver this Agreement and the other Closing Documents required to be executed and delivered by Buyer and to perform its obligations hereunder and thereunder.

(c) On the Closing Date, all action will have been taken by Buyer authorizing and approving the execution of and entry into this Agreement, the execution and delivery by Buyer of the documents and instruments to be executed and delivered by Buyer on the Closing Date pursuant to the terms of this Agreement, and the performance by Buyer of Buyer's duties and obligations under this Agreement and all other acts necessary and appropriate for the consummation of the purchase of the Property as contemplated by and provided for in this Agreement.

(d) Buyer agrees that all improvements and structures located on the Property are being purchased "AS IS" without representation or warranty and that no representations, warranties or covenants contained herein survive closing.

14. Conditions to Buyer's and Seller's Obligations.

(a) Buyer's obligation to consummate the purchase of the Property on the Closing Date shall be subject to the satisfaction or performance of the following terms and conditions, any one or more of which may be waived by Buyer, in whole or in part, on or as of the Closing Date:

(i) The Closing Conditions have been satisfied;

(ii) The representations and warranties of Seller in this Agreement shall be true and correct in all material respects on and as of the Closing Date;

(iii) Buyer shall not have terminated this Agreement pursuant to an express right to terminate set forth in this Agreement; and

(iv) All of Seller's obligations pursuant to the terms of this Agreement shall have been performed in all material respects.

(b) If any of the conditions set forth in Section 14(a) hereof have not been satisfied, waived or performed on or as of the Closing Date, or in the case of the condition set forth in Section 14(a)(v), if such condition is not satisfied within the Inspection Period, Buyer shall have the right, at Buyer's option, either: (i) to terminate this Agreement by giving written notice to Seller on or before the Closing Date, in which event all rights and obligations of the parties under this Agreement shall expire; or (ii) if such failure of condition constitutes a material breach of representation or warranty by Seller, constitutes a failure by Seller to perform any of the terms, covenants, conditions, agreements, requirements, restrictions or provisions of this Agreement, or otherwise constitutes a default by Seller under this Agreement, to exercise such rights and remedies as may be provided for in Section 16 hereof. In either of such events, the Earnest Money shall be refunded to Buyer immediately upon request.

(c) Seller's obligation to consummate the sale of the Property on the Closing Date shall be subject to the satisfaction or performance of the following terms and conditions, any one or more of which may be waived by Seller, in whole or in part, on, or as of the Closing Date:

(i) The representations and warranties of Buyer in this Agreement shall be true and correct in all material respects on and as of the Closing Date;

(ii) Seller shall not have terminated this Agreement pursuant to an express right to terminate set forth in this Agreement; and

(iii) All of Buyer's obligations pursuant to the terms of this Agreement shall have been performed.

(d) If any of the conditions set forth in Section 14(c) hereof have not been satisfied, waived or performed on or as of the Closing Date, then Seller shall have the right, at Seller's option, either: (i) to terminate this Agreement by giving written notice to Buyer on or before the Closing Date, in which event all rights and obligations of the parties under this Agreement shall expire, or (ii) if such failure of condition constitutes a breach of representation or warranty by Buyer, constitutes a failure by Buyer to perform any of the terms, covenants, conditions, agreements, requirements, restrictions or provisions of this Agreement or otherwise constitutes a default by Buyer under this Agreement, to exercise such rights and remedies as may be provided for in Section 16 hereof.

15. Possession at Closing. Seller shall surrender possession of the Property to Buyer on the Closing Date.

16. Remedies.

(a) If (i) Buyer shall fail to perform or comply with any of the terms, covenants or agreements required by this Agreement to be performed or complied with by Buyer, or (ii) the purchase and sale of the Property are otherwise not consummated in accordance with the terms and provisions of this Agreement due to a default by Buyer under this Agreement, the Earnest Money shall be delivered to Seller as full liquidated damages for such default. The parties acknowledge that Seller's actual damages in the event of a default by Buyer under this Agreement will be difficult to ascertain, that the Earnest Money represents the parties' best estimate of such damages and that the parties believe the Earnest Money is a reasonable estimate of such damages. The parties expressly acknowledge that the foregoing liquidated damages are intended not as a penalty, but as full liquidated damages in the event of Buyer's default and as compensation for Seller's taking the Property off the market during the term of this Agreement. Such delivery of the Earnest Money shall be the sole and exclusive remedy of Seller by reason of a default by Buyer under this Agreement.

(b) If (i) Seller shall fail to perform or comply with any of the terms, covenants or agreements required by this Agreement to be performed or complied with by Seller, or if (ii) the purchase and sale of the Property are otherwise not consummated in accordance with the terms and provisions of this Agreement due to a default by Seller under this Agreement, then and in either of such events the Earnest Money shall be refunded to Buyer immediately upon request, and Buyer may, as its sole and exclusive remedy, at law or in equity, at its option either (A) compel Seller to convey the Property to Buyer by a suit for specific performance, or (B) terminate this Agreement.

17. Condemnation. In the event of the taking of all or any part of the Property by condemnation or eminent domain proceedings, or agreement in lieu thereof, or the commencement or bona fide threat of the commencement of any such proceedings prior to Closing, Buyer shall have the right, at Buyer's option, to terminate this Agreement by giving written notice thereof to Seller prior to Closing, in which event the Earnest Money shall be refunded to Buyer immediately upon request, all rights and obligations of the parties under this Agreement shall expire and this Agreement shall become null and void. If Buyer does not so terminate this Agreement, the Purchase Price shall be reduced by the total of any awards or other proceeds received by Seller prior to Closing with respect to any taking, and, at Closing, Seller shall assign to Buyer all rights of Seller in and to any awards or other proceeds payable thereafter by reason of any taking.

18. Negotiation of Documents. The parties agree that prior to Closing they will in good faith negotiate all Closing Documents with the understanding that the Closing Documents will contain such provisions, representations, warranties and indemnifications as are customarily contained in documents designed to effect similar transactions and as are consistent with the provisions of this Agreement.

19. Notice of Developments. After the execution hereof and prior to Closing, Seller will give prompt written notice to Buyer of any material change in Seller and/or the Property of which Seller acquires actual knowledge. After the execution hereof and prior to Closing, Buyer

will give prompt written notice to Seller of any material change in Buyer of which Buyer acquires actual knowledge. Each party hereto will give prompt written notice to the other party of any material development affecting the ability of such party to consummate the transactions contemplated by this Agreement.

20. Assignment. This Agreement may not be assigned by Buyer, in whole or in part, without the prior written consent of Seller, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, this Agreement may be assigned by Buyer to an affiliate of Buyer or to the Civil War Trust without the prior written consent of Seller.

21. Parties. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, Buyer and Seller and their respective legal representatives, successors and assigns.

22. Broker and Commission. All negotiations relative to this Agreement and the purchase and sale of the Property as contemplated by and provided for in this Agreement have been conducted by and between Seller and Buyer without the intervention of any person or other party as agent or broker. Seller and Buyer warrant and represent to each other that there are and will be no broker's commissions or fees payable in connection with this Agreement or the purchase and sale of the Property by reason of their respective dealings, negotiations or communications. Seller and Buyer shall and do each hereby indemnify, defend and hold harmless the other from and against the claims, demands, actions and judgments of any and all brokers, agents and other persons or entities alleging a commission, fee or other payment to be owing by reason of their respective dealings, negotiations or communications in connection with this Agreement or the purchase and sale of the Property except as set forth in this Section 22.

23. OMITTED BY AGREEMENT.

24. Further Assurances. At Closing, and from time to time thereafter, Seller shall do all such additional and further acts, and shall execute and deliver all such additional and further instruments and documents, as Seller's counsel and Buyer's counsel agree are reasonably required to fully vest in and assure to Buyer full right, title and interest in and to the Property to the full extent contemplated by this Agreement and otherwise to effectuate the purchase and sale of the Property as contemplated by and provided for in this Agreement.

25. Modification. This Agreement supersedes all prior discussions and agreements between Seller and Buyer with respect to the purchase and sale of the Property and other matters contained herein, and this Agreement contains the sole and entire understanding between Seller and Buyer with respect thereto. This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of Seller and Buyer.

26. Applicable Law. This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Tennessee.

27. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

28. Time. Time is and shall be of the essence in this Agreement.

29. Captions. The captions and headings used in this Agreement are for convenience only and do not in any way restrict, modify or amplify the terms of this Agreement.

30. Notices. All notices, requests, demands, tenders and other communications under this Agreement shall be in writing. Any such notice, request, demand, tender or other communication shall be deemed to have been duly given when actually delivered, or the next business day following delivery to a nationally recognized commercial courier for next business day delivery, to the address for each party set forth below its execution of this Agreement, or when transmitted by facsimile to the telecopy number for each party set forth below its execution of this Agreement. Rejection or other refusal to accept, or inability to deliver because of changed address of which no notice was given, shall be deemed to be receipt of such notice, request, demand, tender or other communication. Any party, by written notice to the others in the manner herein provided, may designate an address different from that stated herein. Any notice, request, demand, tender or other communication from legal counsel of a party hereto shall be deemed notice from such party for purposes of this Section 29.

31. Number and Gender. As used in this Agreement, the singular number shall include the plural and the plural shall include the singular, and the use of any gender shall be applicable to all genders, unless the context would clearly not admit such construction. All capitalized terms defined in this Agreement shall have the same meanings when used in the exhibits attached hereto.

32. Monument. Buyer will explore with any sources of funding for the purchase of the Property whether it would be permissible for the Seller, if Seller desires and at Seller's expense, to construct a monument to enlisted soldiers who fought in the 1864 Battle of Franklin.

33. Section 1031 Transaction. Provided that none of the potential funding sources relied upon by Buyer to pay the Purchase Price object in writing, then Buyer at Seller's election will cooperate with Seller's efforts to complete a tax-deferred exchange pursuant to Section 1031 of the Internal Revenue Code. Buyer will use its best efforts to obtain confirmation from its funding sources as early as possible following the date of this Agreement regarding whether any funding source objects to a Section 1031 exchange.

IN WITNESS WHEREOF, Seller and Buyer have executed and delivered this Agreement, all as of the Effective Date.

BUYER (collectively):

FRANKLIN'S CHARGE, INC.

By: Ernie Bacon
ERNIE BACON

Print Name: Paul Gaddis

Title: President Dina

Date: May 27, 2014

THE BATTLE OF FRANKLIN TRUST

By: Marianne Schroer

Print Name: Marianne Schroer

Title: Board Chair BOFT

Date: May 27, 2014

Initial Address for Notices to Franklin's Charge, Inc.:

604 West Main Street
Franklin, Tennessee 37064
Attn: Paul Gaddis
Telephone: (615) 782-2227
Facsimile: (615) 742-4107
Tax ID #: 20-1774789

With a copy to:

Stites & Harbison PLLC
401 Commerce Street, Suite 800
Nashville, Tennessee 37219
Attention: Julian Bibb
Telephone: (615) 782-2227
Facsimile: (615) 742-4107

Initial Address for Notices to The Battle of Franklin Trust:

1345 Eastern Flank Circle
Franklin, TN 37064
Attn: Marianne Schroer
Telephone: (615) 794-0903
Facsimile: (615) 794-6563
Tax ID #: 27-0288159

SELLER:

Robert Reid Lovell
ROBERT REID LOVELL

Brenda N. Lovell
BRENDA NEWELL LOVELL

Date: May 27, 2014

Initial Address for Notices:

5427 Waddell Hollow Road
Franklin, Tennessee 37064
Telephone: (615) 351-0575

With a copy to:

Dudley M. West, Esq.
White & Reasor
3100 West End Avenue
Suite 1100
One American Center
Nashville, TN 37203-1348
Telephone: (615) 383-3345
Facsimile: (615) 383-5534

With a copy to:
Stites & Harbison PLLC
401 Commerce Street, Suite 800
Nashville, Tennessee 37219
Attention: Julian Bibb
Telephone: (615) 782-2227
Facsimile: (615) 742-4107

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EXHIBIT "A"

LEGAL DESCRIPTION

(1152 Columbia Avenue)

Fronting one hundred (100) feet on the west side of Columbia Avenue and running back in a westerly direction between parallel lines two hundred ninety (290) feet, and bounded on the north by the Carter House; on the east by Columbia Avenue, on the south by Alley, and on the West by Lot No. 2 formerly belonging to J. H. Truett. It is expressly understood that the above measurement of two hundred and ninety (290) feet is from the outside margin of concrete pavement in front of the dwelling house.

BEING the same property conveyed to Herman L. Lovell and wife, Elizabeth R. Lovell by Warranty Deed dated September 19, 1980 from Nancy Beardsworth and husband, C. J. Beardsworth, of record in Book 373, Page 763, Register's Office for Williamson County, Tennessee. Herman Lacy Lovell (being one and the same person as Herman L. Lovell), died on January 13, 1982, vesting said real property to his wife, Elizabeth R. Lovell (being one and the same person as Elizabeth Reid Lovell, a/k/a Martha Elizabeth Lovell). The said Elizabeth Reid Lovell, a/k/a Martha Elizabeth Lovell, having died on May 28, 2007, devising said real property to Robert Reid Lovell pursuant to her Last Will and Testament. Please see the probate of Martha Elizabeth Lovell, Deceased, Williamson County Chancery Court, Probate Division, Case No. P07-4647.

Being the same property conveyed to Robert Reid Lovell by Quitclaim Deed dated June 17, 2008 from Herman Eugene Lovell and Robert Reid Lovell, being the Sole Heirs of the Estate of Martha Elizabeth Lovell, Deceased, of record in Book 4587, Pages 740-741, Register's Office for Williamson County, Tennessee.

(1164 Columbia Avenue)

A certain tract or parcel of land lying and being in the Town of Franklin, Ninth Civil District of Williamson County, Tennessee, and described as follows:

Beginning at a stake on the corner of Pond Street (now known as Strahl Street) at its junction with the Columbia Turnpike; thence Westwardly with the North margin of Pond Street (now Strahl Street) 290 feet to a stake; thence in a Northerly direction parallel with the Columbia Turnpike 113-1/2 feet to a stake; thence Eastwardly in a direction parallel with the Southern boundary of the property now belonging to Mrs. Roberta Ullathorne, commonly known as the M.B. Carter residence place, on the west side of the Columbia Turnpike and with the Southern boundary of the lot sold by F.P. Brumbach to Porter, by deed of record in Deed Book 43, page 22, R.O.W.C., 290 feet to the margin of the Columbia Turnpike; thence in a Southern direction with said Turnpike 94-1/2 feet to the beginning.

Being the same property conveyed to Clayton Gatlin and wife, Annie Mai C. Gatlin, by deed from A. W. Alley and wife, Katherine S. Alley, of record in Book 106, page 563, Register's Office for Williamson County, Tennessee. The said Clayton Gatlin having died on March 30, 1988 and his wife, Annie Mai C. Gatlin having died on June 6, 1994, devising the subject property by her Last Will and Testament of record in Will Book 57, page 529-532, in the Clerk and Master's Office for Williamson County, Tennessee to Judy Ann Gatlin Kennedy.

Being the same property conveyed to Robert Reid Lovell and wife, Brenda Newell Lovell, by deed from Judy Anne Gatlin Kennedy, of record in Book 1416, page 934, Register's Office for Williamson County, Tennessee.